



Dispute Resolution Services

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Residential Tenancy Branch
Office of Housing and Construction Standards

A matter regarding BAYSIDE PROPERTY SERVICES LTD.
and [tenant name suppressed to protect privacy]

DECISION

Dispute Codes: OPC, MNR, FF

Introduction

This hearing dealt with an application by the Landlord pursuant to the *Residential Tenancy Act* for an order of possession and for a monetary order for unpaid rent, parking fees and the filing fee.

The notice of hearing was served by registered mail on July 21 and on September 03, 2015. The landlord provided tracking numbers. Despite having been served the notice of hearing, the tenant did not attend the hearing. The landlord attended the hearing and was given full opportunity to present evidence and make submissions.

Issues to be decided

Is the landlord entitled to an order of possession? Is the landlord entitled to a monetary order to recover unpaid rent, parking fees and the filing fee?

Background and Evidence

The tenancy started on November 10, 2012. The current monthly rent is \$1,086.00 due in advance on the first of each month. The landlord testified that a portion of the tenant's rent is paid directly to the landlord by Social Service and the tenant covers the difference. The landlord filed a copy of the tenancy agreement. A term in the agreement requires the tenant to pay \$20.00 for an additional parking spot.

In August 2014, the landlord served the tenant with a rent increase notice which would take effect in December 2014. The tenant did not pay the rent increase when it became effective and as of the date of the hearing, the landlord testified that the tenant owed \$235.00 in unpaid rent plus \$120.00 for an extra parking spot effective April 2015.

The landlord testified that the tenant was repeatedly late paying rent and through the tenancy was served with multiple 10 day notices to end tenancy. The landlord filed copies of these notices.

On May 08, 2015, the landlord served the tenant with a notice to end tenancy for cause. One of the reasons for the notice was that the tenant was repeatedly late paying rent. The effective date of the notice was June 30, 2015. The tenant did not dispute the notice to end tenancy and did not move out on the effective date of the notice.

Analysis

Based on the undisputed sworn testimony of the landlord, I accept the landlord's evidence in respect of the claim. The tenant received the notice to end tenancy for cause, on May 08, 2015 and did not make application, pursuant to Section 47 to set aside the notice to end a residential tenancy, and the time to do so has expired.

In these situations, the *Residential Tenancy Act* provides that the tenant has been deemed to have accepted the end of the tenancy on the date set out in the Notice. Pursuant to section 55(2) I am issuing a formal order of possession effective two days after service on the tenant. The Order may be filed in the Supreme Court for enforcement.

I find that the landlord is entitled to \$235.00 for unpaid rent plus \$120.00 for parking fees. Since the landlord has proven her claim, I award the landlord \$50.00 for the filing fee. Overall the landlord has established a claim of \$405.00. I grant the landlord an order under section 67 of the *Residential Tenancy Act* for this amount. This order may be filed in the Small Claims Court and enforced as an order of that Court.

Conclusion

I grant the landlord an order of possession effective two days after service on the tenant and a monetary order in the amount of **\$405.00**.

This decision is made on authority delegated to me by the Director of the Residential Tenancy Branch under Section 9.1(1) of the *Residential Tenancy Act*.

Dated: September 22, 2015

Residential Tenancy Branch

